

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

PC CONNECTION, INC.,

Plaintiff,

v.

STEPHEN P. PRICE,

Defendant.

No. 1:15-cv-000208-PB

STIPULATED ORDER

Based upon the agreement of the parties, Plaintiff, PC Connection, Inc. (“PC Connection”), and Defendant, Stephen P. Price (“Price”), (collectively PC Connection and Price may be referred to herein as the “Parties” or individually as a “Party.”), the Court enters the following Order:

1. For the period of time from the date this Stipulated Order is entered by the Court until November 30, 2016 (the “Restricted Term”), Price is hereby enjoined from, and will not, in any capacity, alone or in association with any person or entity, or for the benefit of himself or any other person or entity, directly or indirectly:

- (i) interfering with the goodwill of PC Connection;
- (ii) solicit, encourage or induce any customer of PC Connection to terminate or diminish its business relationship with PC Connection;
- (iii) seek to persuade or induce any customer or prospective customer of PC Connection with which Price had contact or knowledge of during his employment to conduct

with anyone else any business or activity which such customer or prospective customer conducts or could conduct with PC Connection; or

(iv) compete, directly or indirectly, with PC Connection in Maryland, Virginia, West Virginia, or Washington, D.C., whether as an owner, partner, investor, consultant, employee or otherwise. Price will not work or provide services, in any capacity, whether as an employee, independent contractor or otherwise, whether with or without compensation, to any Person or Entity who is engaged in any business that is competitive with the business of PC Connection in MD, VA, WV, or Washington D.C.

2. Any breach by Price of the provisions of Paragraph 1 of this Stipulated Order during the Restricted Term will result in irreparable and continuing harm to PC Connection. Accordingly, in the event of a breach of Paragraph 1 of this Stipulated Order, PC Connection will be entitled to stipulated payment in the amount of \$50,000 per breach. This provision for stipulated payment does not limit PC Connection's ability to seek: (a) temporary, preliminary, and permanent injunctions, enjoining or restraining such breach; and (b) recovery from PC Connection of all reasonable sums and costs, including attorneys' fees, incurred by PC Connection to defend or attempt to enforce the provisions of this Stipulated Order, or any other relief permitted by the court.

3. Price agrees that he will not at any time assert (and expressly waive and forfeit any right to so assert) that any provision in this Stipulated Injunction is inapplicable or unenforceable, or otherwise challenge PC Connection's rights or his obligations under any such provision, including but not limited to the enforceability of the restrictions set forth in Paragraph 1 of this Stipulated Order. Price agrees the amount of the stipulated damages is reasonable in light of the potential damages caused by a breach of the Stipulated Order, and Price agrees not to

object or dispute the amount of the Stipulated Damages as provided in Paragraph 2 of the Stipulated Order.

4. This Stipulated Order shall automatically expire on November 23, 2016, without the requirement for any further action by any of the Parties hereto or by the Court.

August _____, 2016

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